

**U.S. GOVERNMENT LEASE  
CHANGE OF LESSOR FORM**

Supplemental Agreement No. 3

Effective Date:

06/06/13

To Lease No. GS-09B-02962

(Insert date of execution by Govt.)

TRANSFEROR, TRANSFEE, and the UNITED STATES OF AMERICA ("Government") enter into this Agreement (the "Agreement") as of the Effective Date. This Agreement is entered into pursuant to the "Assignment of Claims" provision of the General Clauses to the referenced Government lease, as well as 41 United States Code Section 15, and is otherwise based on 48 Code of Federal Regulations Section 42.1204.

A. DEFINITIONS. All initial capitalized words in this Agreement shall have the same meaning as specified below.

(1) "Transferor": LBA RIV-COMPANY XIII, LLC  
[Include the full name of predecessor-lessor. If Transferor is a corporation, include the full name of corporation and state of incorporation. If Transferor is a partnership, indicate whether it is a general or limited partnership. Specify below the name of the signatory authorized to bind the corporation or partnership. If Transferor is different than the original lessor, attach copies of intervening deeds and brief explanation of the chain of title.]

(2) Signatory authorized to bind Transferor: STEVEN LAYTON Authorized Signatory  
[print name] [Title]

(3) "Transferee": LBA/CPT INDUSTRIAL-COMPANY V-A, LLC  
[Include full name of successor-lessor. If Transferee is corporation, include full name of corporation and state of incorporation. If Transferee is partnership, indicate whether general or limited partnership. Specify below name of signatory authorized to bind the corporation or partnership.]

(4) Signatory authorized to bind Transferee: Steven Layton Authorized Signatory  
[print name] [Title]

(5) "Transfer Date": Date transfer of assets became effective under applicable State law: 4/23/13

(6) "Property": 2435 Polvorosa Drive [Street Address]  
SAN LEANDRO, CALIF 94577 [City State and Zip Code]

(7) "Leased Premises": \_\_\_\_\_  
[Include location of leased premises, e.g., floor number or suite number.]

B. THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by various Contracting Officers of the United States General Services Administration, has entered into that certain lease with Transferor: Lease GS-09B-02962. The term, the "Lease", as used in this Agreement, means the above described lease, including all modifications, made between the Government and Transferor before the Effective Date of this Agreement. In addition, included in the term "Lease" are all modifications made under the terms and conditions of the Lease between the Government and Transferee, on or after the Effective Date of this Agreement.

(2) As of the Transfer Date, Transferor has transferred to Transferee all the assets of Transferor involved in performing its obligations under the Lease by virtue of a GRANT DEED TO THE PROPERTY

[Insert a term(s) descriptive of the legal transaction involved between Transferor and Transferee--for example, "a grant deed to the Property".]

(3) Transferee has acquired all the assets of Transferor involved in performing the Lease by virtue of the above transfer.

(4) Transferee has assumed all obligations and liabilities of Transferor under the Lease by virtue of the above transfer. Without limiting any of the Government's rights, it is noted that this provision is not intended to modify or eliminate any indemnification or other agreements which Transferee and Transferor have to each other pursuant to their other agreements.

(5) Transferee is in a position to fully perform all obligations that may exist under the Lease.

(6) It is consistent with the Government's interest to recognize Transferee as the successor party to the Lease.

(7) Evidence of the above transfer has been submitted to the Government.

C. IN CONSIDERATION OF THESE FACTS AND THE REPRESENTATIONS SET FORTH BELOW; THE PARTIES AGREE THAT BY THIS AGREEMENT:

(1) Transferor confirms the transfer to Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.

(2) Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. Transferee also assumes all obligations and liabilities of, and all claims against, Transferor under the Lease as if Transferee were the original party to the Lease and is bound by all previous actions taken by Transferor with respect to the Lease, with the same force and effect as if the action had been taken by Transferee.

(3) The Government recognizes Transferee as Transferor's successor in interest in and to the Lease. Transferee by this Agreement becomes entitled to all right, title, and interest of Transferor in and to the Lease as if Transferee were the original party to the Lease. Following the effective date of this Agreement, the term, "Lessor" as used in the Lease, shall refer to Transferee.



- (4) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against Transferor.
- (5) All payments and reimbursements previously made by the Government to Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to Transferor shall have the same force and effect as if made to Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.
- (6) Following the full execution of this Agreement, Transferee desires, as soon as practicable, that rent checks, in the amount set forth in the Lease, be payable to Transferee and sent to Transferee at the following address:

LBA/CPT Industrial - Company V-A, LLC  
PO Box 740131, Los Angeles, CA 90074-0131

- (7) Transferor and Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.
- (8) Transferor guarantees payment of all liabilities and the performance of all obligations that Transferee assumes under this Agreement. Transferor waives notice of, and consents to, any future modifications.
- (9) The Lease shall remain in full force and effect, except as modified by this Agreement.
- (10) Each of the persons executing this Agreement on behalf of Transferee does hereby covenant and warrant that such entity is a duly authorized and existing entity, is qualified to do business in the state identified in Paragraph A (3) above, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of Transferee is authorized to do so. Upon request Transferee shall provide Government with evidence satisfactory to Government confirming the foregoing covenants and warrants.
- (11) The Lease is amended to include the provisions set forth in Exhibit A, which is attached to and made a part of this Agreement. [Exhibit A does not apply to Transferor and does not need to be filled in prior to execution of this form by Transferor.]

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year first above written.

TRANSFEROR: [Attach additional pages if necessary for multiple signatures or multiple entities]

LBA RIV - COMPANY XII, LLC

(Print name of Transferor)

By: see attached signature

Print Name:

Title:

CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of \_\_\_\_\_,

that \_\_\_\_\_ who signed this Agreement for this corporation, was then

\_\_\_\_\_ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_

[CORPORATE SEAL]

See Attached

TRANSFEE: [Attach additional pages if necessary for multiple signatures or multiple entities]

LBA/CPT INDUSTRIAL COMPANY V-A, LLC

(Print name of Transferee)

By: see attached signature

Print Name:

Title:

CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of \_\_\_\_\_,

that \_\_\_\_\_ who signed this Agreement for this corporation, was then

\_\_\_\_\_ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_

[CORPORATE SEAL]

See attached

Government:

U.S. Army

(b) (6)

Name: Lalaine Flores

Title: Lease Contracting Officer

LBA/CPT INDUSTRIAL-COMPANY V-A, LLC,  
a Delaware limited liability company

By: LBA/CPT Industrial, LLC,  
a Delaware limited liability company,  
its Sole Member and Manager

By: LBA RIV-CPT Industrial, LLC,  
a Delaware limited liability company,  
its Managing Member

By: LBA REIT IV, LLC,  
a Delaware limited liability company,  
its Sole Member and Manager

By: LBA Realty Fund IV, L.P.,  
a Delaware limited partnership,  
its Manager

By: LBA Management Company IV, LLC,  
a Delaware limited liability company,  
its General Partner

By: LBA Realty LLC,  
a Delaware limited liability company,  
its Manager

By: LBA Inc.,  
a California corporation,  
its Managing Member

(b) (6)

By: \_\_\_\_\_

Name: Steven R. Layton

Title: Authorized Signatory

LBA RIV-COMPANY XIII, LLC,  
a Delaware limited liability company,

By: LBA REIT IV, LLC  
a Delaware limited liability company  
its Sole Member and Manager

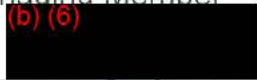
By: LBA Realty Fund IV, L.P.  
a Delaware limited partnership  
its Sole Manager

By: LBA Management Company IV, LLC  
a Delaware limited liability company  
its General Partner

By: LBA Realty LLC  
a Delaware limited liability company  
its Manager

By: LBA Inc.  
a California corporation  
its Managing Member

(b) (6)

By:   
Name: Steven R. Layton  
Title: Authorized Signatory



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 5/15/13

before me,

Natasha Soll Notary Public

Here Insert Name and Title of the Officer

personally appeared

Steven Layton

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(b) (6)

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

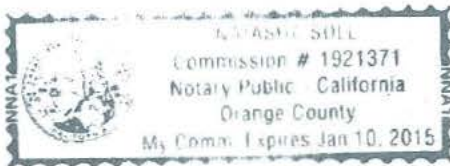
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 5/15/13 before me, Notasha Sol, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Steven Layton  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(b) (6)

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

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RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here



EXHIBIT A TO  
U.S. GOVERNMENT LEASE  
CHANGE OF LESSOR FORM

Supplemental Agreement No. 3

To Lease No. GS- 09B-02962

The following provision is made a part of the Lease:

1. CENTRAL CONTRACTOR REGISTRATION

(a) Definitions

(1) "Central Contractor Registration database" and "CCR" mean the primary Government repository for contractor information required for the conduct of business with the Government. CCR is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements.

(2) "Registered in the CCR database" means that-

- (i) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (ii) The Government has validated all mandatory data fields and has marked the record "Active."

(b) Lessor must be registered in the CCR database during performance and through final payment under this Lease. Transferee must register via the Internet at <http://www.ccr.gov>. To remain active, Lessor is required to update or renew its registration annually. Transferee must be registered in the CCR for this change of ownership to be approved.

(c) Transferee represents that Transferee is registered in the CCR database.

(d) Lessor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, Lessor is required to review and update on an annual basis (from the date of initial registration or subsequent updates) its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(e) (1) (i) If Lessor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the lease), or has transferred the assets used in performing the Lease, Lessor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide to the responsible Contracting Officer the representations contained in this form, fully revised and executed, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.

(ii) If Lessor fails to comply with the requirements of paragraph (e)(1)(i) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this Lease.

(2) Lessor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to a contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that contractor will be considered to be incorrect information.

(f) Offerors and contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

INITIALS:

TRANSFeree

GOVt

**SUPPLEMENT TO U.S. GOVERNMENT LEASE CHANGE OF LESSOR FORM**

Lease No. 2000-0001

**DESIGNATION OF AUTHORIZED PROPERTY MANAGER/PAYEE**

This Agreement ("Agreement") is attached to and forms a part of the U.S. GOVERNMENT LEASE CHANGE OF LESSOR FORM for the above-referenced Lease.

1. The Transferees of the fee interest in the Property subject to the Lease are:

(i) LBA/CPT Industrial - company V-A, LLC

(ii) \_\_\_\_\_; and

(iii) \_\_\_\_\_

2. The Property address is: 2435 Polvorosa Drive

3. The Leased Premises are: 2435 Polvorosa Drive

4. Transferees have employed LBA REALTY, LLC  
("Property Manager") to manage, lease, operate and maintain the Property pursuant to a management agreement (the "Management Agreement"). Property Manager's information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. In the event that the Management Agreement is terminated for any cause whatsoever, Transferees shall promptly replace the property manager with a successor property management company with all of the rights and obligations currently held by Property Manager, at a minimum, and notify Government of the appointment of successor property manager within twenty (20) business days of the termination of the Management Agreement. In the absence of such appointment and timely notice thereof submitted to GSA, then GSA's failure to pay rent to the Transferee will not be deemed a breach or default of the Lease. However, nothing contained herein shall be deemed to be a waiver of the rental obligations under the Lease.

6. Transferees acknowledge that GSA shall forward rental payment to the Property Manager as designated herein or as revised from time to time in response to properly authorized instructions. Owners agree that GSA is not obligated to remit rental payments to more than one payee in response to multiple or conflicting demands for rent.

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7. Transferees acknowledge that Government is relying upon this Agreement in approving the change of ownership of the Property.

Transferees:

See attached

By: \_\_\_\_\_  
\_\_\_\_\_

See Attached

By: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_

Government:

United States of America

(b) (6)

By: \_\_\_\_\_

Name: Lalaine Upres

Title: Contracting officer

LBA/CPT INDUSTRIAL-COMPANY V-A, LLC,  
a Delaware limited liability company

By: LBA/CPT Industrial, LLC,  
a Delaware limited liability company,  
its Sole Member and Manager

By: LBA RIV-CPT Industrial, LLC,  
a Delaware limited liability company,  
its Managing Member

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By: LBA Realty Fund IV, L.P.,  
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By: LBA Management Company IV, LLC,  
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its General Partner

By: LBA Realty LLC,  
a Delaware limited liability company,  
its Manager

By: LBA Inc.,  
a California corporation,  
its Managing Member

(b) (6)

By:

Name: Steven R. Layton  
Title: Authorized Signatory



LBA RIV-COMPANY XIII, LLC,  
a Delaware limited liability company,

By: LBA REIT IV, LLC  
a Delaware limited liability company  
its Sole Member and Manager

By: LBA Realty Fund IV, L.P.  
a Delaware limited partnership  
its Sole Manager

By: LBA Management Company IV, LLC  
a Delaware limited liability company  
its General Partner

By: LBA Realty LLC  
a Delaware limited liability company  
its Manager

By: LBA Inc.  
a California corporation  
its Managing Member

(b) (6)

By: \_\_\_\_\_  
Name: Steven R. Layton  
Title: Authorized Signatory

<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Acquisition of Leasehold Interests in Real Property)	Solicitation Number _____	Dated 06/06/13
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.

- (2) ☐ The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) ☒ The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.

- (4) ☒ The Offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.

- (5) ☐ The Offeror represents as part of its offer that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern.

- (6) ☐ The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. ☐

☐ Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS: \_\_\_\_\_ &  \_\_\_\_\_  
 LESSOR GOVERNMENT



(c) *Definitions.* As used in this provision—

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [

] The Offeror represents that it

[ ] is a women-owned business concern.

INITIALS:

LESSOR

&

GOVERNMENT

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☐ has, ☒ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☒ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

];

INITIALS:

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- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
  - (i) The Offeror and/or any of its Principals—
    - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ have not ☒ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

INITIALS: \_\_\_\_\_ &  \_\_\_\_\_  
LESSOR GOVERNMENT

- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

INITIALS: \_\_\_\_\_ &  \_\_\_\_\_  
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(d) *Taxpayer Identification Number (TIN).*

- ☒ TIN: (b) (4)
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-
- ☐ Corporate entity (tax-exempt);
- ☒ Other LLC

(f) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☒ Name and TIN of common parent:

Name LBA/CPT Industrial, LLC

TIN (b) (4)

9. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and zip code.
- (iv) Company mailing address, city, state and zip code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS #

(b) (4)

11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☒ Registration Active and Copy Attached - See Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Steven Layton 17901 Van Horn Ave Irvine, CA 92614 (b) (6) Signature	TELEPHONE NUMBER 949- 955- 9303 Date 5/15/13
--	---	--

INITIALS:

LESSOR

GOVERNMENT

IN WITNESS WHEREOF, the undersigned has executed the within instrument as of the date first set forth above.

GRANTOR:

LBA RIV-COMPANY XIII, LLC,  
a Delaware limited liability company


By: LBA REIT IV, LLC,  
a Delaware limited liability company,  
its sole Member and Manager

By: LBA Realty Fund IV, L.P.,  
a Delaware limited partnership,  
its Manager

By: LBA Management Company IV, LLC,  
a Delaware limited liability company,  
its General Partner

By: LBA Realty LLC,  
a Delaware limited liability company,  
its Manager

By: LBA Inc.,  
a California corporation,  
its Managing Member

By:   
Name: Steven R. Layton  
Title: Authorized Signatory

RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

Seyfarth Shaw LLP  
333 South Hope Street, Suite 3900  
Los Angeles, CA 90071  
Attn: Richard C. Mendelson, Esq.

MAIL TAX STATEMENTS TO:

c/o LBA Realty LLC  
17901 Von Karman Ave, Suite 950  
Irvine, CA 92614  
Attn: Thomas Rutherford  
NCB-572353-SAL

CERTIFIED A TRUE COPY OF THE ORIGINAL  
DOCUMENT RECORDED April 19, 2013 @ 11:54  
AS INSTRUMENT No. \*  
IN BOOK        PAGE         
OFFICIAL RECORDS OF Alameda County  
FIRST AMERICAN TITLE INSURANCE COMPANY  
By Damon Boyles  
\*2013139622

(Space Above Line for Recorder's Use Only)

GRANT DEED

THE GRANTOR AND GRANTEE IN THIS CONVEYANCE ARE WHOLLY-OWNED SUBSIDIARIES OF THE SAME PARENT AND THUS THE PROPORTIONAL INTEREST IN THE REALTY WILL REMAIN THE SAME IMMEDIATELY AFTER THE CONVEYANCE BEING ACCOMPLISHED HEREBY.

TRANSFER TAX: NONE DUE.

REVENUE AND TAXATION CODE SECTION 11925(d)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, LBA RIV-COMPANY XIII, LLC, a Delaware limited liability company, hereby grants, as of this \_\_\_\_ day of April, 2013, to LBA/CPT INDUSTRIAL-COMPANY V-A, LLC, a Delaware limited liability company, all of that certain real property situated in the City of San Leandro, County of Alameda, State of California and more particularly described on Exhibit A attached hereto and by this reference incorporated herein.

[Next page is signature page]



ACKNOWLEDGMENT

State of California  
County of Orange

On April 16, 2013 before me, Nadia Christina Ong, Notary Public  
(here insert name and title of the notary)  
personally appeared Steven R. Layton who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

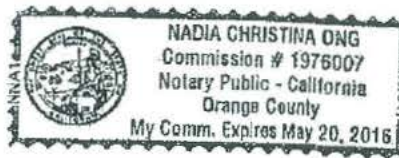
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(b) (6)

(Seal)



## EXHIBIT A

### LEGAL DESCRIPTION

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

#### Parcel 1:

Parcel A, Parcel Map 795, filed November 29, 1971, Parcel Map Book 72, Page 38, Alameda County Records.

Excepting Therefrom, that portion of said property lying below a depth of Five hundred (500) feet, measured vertically, from the contour of the surface thereof; provided, however, that said grantor, its successors and assigns, shall not have the right for any and all purposes to enter upon, into or through the surface or the portion of said property lying above 500 feet, measured vertically, from the contour of the surface of said property.

#### Parcel 2:

An easement, 35 feet in width, for the purpose of ingress, egress and storm drainage, appurtenant to Parcel 1 hereinabove described, over and upon that certain parcel of land situated in the City of San Leandro, County of Alameda State of California, the Westerly line of said easement being more particularly described as follows:

Beginning at the Southeast corner of Parcel B, as said parcel is shown upon that certain map entitled, Parcel Map No. 795, recorded November 29, 1971, Map Book 72, Page 38, Alameda County Records; thence from said point of beginning along the Southerly line of said Parcel B, South 62° 58' 20" West, 35.00 feet to the true point of beginning of this description; thence parallel to and 35.00 feet distant Westerly, at right angles, from the Easterly line of said Parcel B, North 27° 01' 40" West, 208.17 feet to the terminus of this easement.

#### Parcel 3:

An easement for the purpose of installation, maintenance and repair of storm sewer pipelines, and appurtenances thereto, appurtenant to Parcel 1, hereinabove described, over, under and upon that certain parcel of land shown as Parcel B on Parcel Map No. 795, recorded November 29, 1971, in Book 72 of Parcel Maps, at Page 38, Alameda County Records, said easement being more particularly described as follows:

Beginning at the Southeast corner of said Parcel B; thence along the East line of said Parcel B North 27° 01' 40" West, 203.17 feet to the true point of beginning of this description; thence continuing along said East line, North 27° 01' 40" West, 193.07 feet; thence leaving said East line, South 12° 36' 07" East, 20.07 feet; thence South 27° 01' 40" East, 173.63 feet; thence North 62° 58' 20" East, 5.00 feet to the true point of beginning of this description.

Excepting therefrom, that portion that lies within the line of Parcel Two hereinabove described.



Parcel 4:

Parcel B, Parcel Map 815, filed May 31, 1974, Book 83 of Parcel Maps, Page 89, Alameda County Records, and also known as Parcel B, amended Parcel Map No. 815, filed May 12, 1975, Book 87 of Parcel Maps, Page 51, Alameda County Records.

Excepting therefrom that portion of Parcels A, B, C and D, Parcel Map 815, lying within Parcel B, Parcel Map 795, filed November 29, 1971, in Book 72 of Parcel Maps at Page 38, Alameda County Records, lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof provided however, that said Grantor, its successors and assigns, shall not have the right for any and all purposes to enter upon, into or through the surface or the portion of said property lying within 500 feet, measured vertically from the contour of the surface of said property, as reserved in the Deed of Golden Empire Investment Corporation, a California corporation recorded December 4, 1970, Reel 2744, Image 497, Alameda County Records.

Parcel 5:

An easement appurtenant to Parcel 4 hereinabove described, for ingress, egress, storm drain, sanitary sewer, and public utility purposes, more particularly described as follows:

Beginning at the most Easterly corner of Parcel "C", as shown on that certain Map entitled "Parcel Map No. 815", which Map was recorded May 31, 1974 in Book 83 of Parcel Maps at Page 89, Alameda County Records, said point also being a point in the Northwestern line of Polvorosa Avenue as shown on said Map; thence along the line common to said Parcel "C" and Parcel "B" as shown on said Map; South  $62^{\circ} 58' 20''$  West 80.00 feet, thence South  $37^{\circ} 00' 00''$  East 22 feet more or less to the point of intersection with the said Northwestern line of Polvorosa Avenue; thence along said Northwestern line, along a curve to the right of radius 130.00 feet an arc distance of 80 feet more or less to the point of beginning.

Parcel 6:

An easement appurtenant to Parcel 4 hereinabove described, for ingress and egress purposes, over, under and across the following described parcel:

Beginning at the Southeast corner of Parcel "B" as shown on that certain map entitled "Parcel Map No. 815", which Map was recorded May 31, 1974, in Book 83 of Parcel Maps at Page 89, Alameda County Records, said corner of Parcel "B" also being a point on the North line of Polvorosa Avenue; thence South  $62^{\circ} 58' 20''$  West 232.370 feet along said North line of Polvorosa Avenue to the point of tangency of a curve to the left, said point also being the most Easterly corner of Parcel "C" as shown on said Map, said point also being the true point of beginning of this description; thence continuing along said North line of Polvorosa Avenue along a tangent curve to the left having a radius of 130.00 feet through a central angle of  $22^{\circ} 55' 56''$  and an arc length of 52.032 feet; thence leaving said North line of Polvorosa Avenue North  $49^{\circ} 57' 36''$  West 11.16 feet to a point on the South line of said Parcel "B" North  $62^{\circ} 58' 20''$  East 55.00 feet to the true point of beginning.



Parcel 7:

Parcel D, Parcel Map 815, filed May 31, 1974, Book 83 of Parcel Maps, Page 89, Alameda County Records, and also known as Parcel D, Amended Parcel Map No. 815, filed May 12, 1975, Book 87 of Parcel Maps, Page 51, Alameda County Records.

Excepting therefrom that portion of Parcels A, B, C and D, Parcel Map 815, lying within Parcel B, Parcel Map 795, filed November 29, 1971, in Book 72 of Parcel Maps at Page 38, Alameda County Records, lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof provided however, that said Grantor, its successors and assigns, shall not have the right for any and all purposes to enter upon, into or through the surface or the portion of said property lying within 500 feet, measured vertically from the contour of the surface of said property, as reserved in the Deed of Golden Empire Investment Corporation, a California corporation recorded December 4, 1970, Reel 2744, Image 497, Alameda County Records.

Also excepting therefrom that portion thereof granted in the Deed to East Bay Regional Park District, recorded December 31, 1991 as Instrument No. 91-347603 of the Alameda County Records.

Parcel 8:

An easement appurtenant to that portion of Parcel 7 hereinabove described, lying within Parcel B, Parcel Map 795, filed November 29, 1971, in Book 72 of Parcel Maps at Page 38, Alameda County Records, for the purposes in installation, maintenance and repair of storm sewer pipelines and appurtenances thereto over, under and upon that certain parcel of land shown as Parcel A on Parcel Map No. 795, recorded November 29, 1971 in Book 72 of Parcel Map, at Page 38, Alameda County Records, said easement being more particularly described as follows:

Beginning at the Southwest corner of said Parcel A; thence along the West line of said Parcel A North 27° 01' 40" West 203.17 feet to the true point of beginning of this description; thence continuing along said West line North 27° 01' 40" West 193.07 feet; thence leaving said West line North 12° 36' 07" West 167.28 feet to the North line of said Parcel A; thence along said North line North 69° 34' 30" East 10.09 feet; thence South 12° 36' 07" East 187.46 feet; thence South 27° 01' 40" East 172.37 feet; thence South 62° 58' 20" West 5.00 feet to the true point of beginning.

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
LBA INC.,  
a California Corporation**

The undersigned, being all of the members of the Board of Directors of LBA Inc., a California corporation (the "**Corporation**"), hereby consent to the adoption of the following recitals and resolutions by unanimous written consent pursuant to the provisions of Section 307(b) of the California Corporations Code effective as of this 10th day of June, 2011:

WHEREAS, pursuant to Section 3.8 of the Bylaws, any action to be approved and taken by the Board may be instead taken by the written consent of all of the members of the Board.

NOW, THEREFORE, BE IT RESOLVED, that each of Philip A. Belling, Steven R. Layton, Steven Briggs and Perry Schonfeld, acting in their respective capacities as officers of the Corporation, each individually, alone and without execution by any other officer or authorized signatory, are hereby authorized on behalf of the Corporation to (i) sign, execute, certify to, verify, acknowledge, deliver, accept and cause to be filed, published, mailed and/or recorded any and all agreements, documents and/or instruments of any nature whatsoever that relate in any manner to the business of the Corporation, and (ii) take, or cause to be taken, any and all such action in the name and on behalf of the Corporation as is, in each such officer's sole discretion, necessary or advisable and in the best interest of the Corporation in order to consummate the transactions contemplated by, or otherwise to effect the purposes of, the foregoing resolutions;

RESOLVED FURTHER, that the Secretary or any other officer of the Corporation be, and each of them hereby is, authorized to attest or witness the execution of any document authorized by the foregoing resolutions and to sign and affix the Corporation's seal to certificates and such other documents and instruments as may be necessary or appropriate; and

RESOLVED FURTHER, that the powers and duties herein prescribed be of continuing force and effect and all persons may rely on same until the Board of Directors of the Corporation shall by further resolution direct otherwise.

[CONTINUED ON NEXT PAGE]

Incumbency

The following persons are the duly elected, qualified and acting officers of the Corporation, and the signatures set forth opposite their respective names and titles are the true and authentic signatures of such officers:

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
		(b) (6)
Steven R. Layton	President and Treasurer	(b) (6)
Philip A. Belling	Vice President and Secretary	(b) (6)
Steven Briggs	Vice President	(b) (6)
Perry Schonfeld	Vice President	(b) (6)

We direct that this Consent be filed with the minutes of the proceedings of the Board of Directors of the Corporation. This Consent may be executed simultaneously or in one (1) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES FOLLOW]



IN WITNESS WHEREOF, the undersigned being the duly elected and acting Directors of the Corporation have executed this Consent as the (b) (6).

STEVEN R. LAYTON, Director

(b) (6)

PHILIP A. BELLING, Director

(b) (6)

DAVID C. THOMAS, Director

(b) (6)

STEVEN BRIGGS, Director

**LIMITED LIABILITY COMPANY AGREEMENT  
FOR  
LBA/CPT INDUSTRIAL-COMPANY V-A, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") is dated as of April 2, 2013 by LBA/CPT INDUSTRIAL, LLC, a Delaware limited liability company (the "**Member**").

**RECITALS:**

A. On April 2, 2013, the Certificate of Formation (the "**Certificate**") for LBA/CPT Industrial-Company V-A, LLC, a limited liability company formed under the laws of the State of Delaware (the "**Company**"), was filed with the Delaware Secretary of State.

B. The Member is the sole member of the Company and desires to adopt and approve this Agreement as a limited liability company agreement for the Company under the Delaware Limited Liability Company Act, as the same may be amended from time to time (the "**Act**").

NOW, THEREFORE, by this Agreement the Member hereby adopts and approves the following agreement as the limited liability company agreement for the Company under the Act effective as of the date of filing of the Certificate:

**ARTICLE I  
ORGANIZATIONAL MATTERS AND CERTAIN DEFINITIONS**

1.1 Name. The name of the Company shall be "LBA/CPT Industrial-Company V-A, LLC." The Company shall conduct business solely under that name or under any other name adopted by the Member in compliance with the Act.

1.2 Term. The term of the Company commenced on the date of the filing of the Certificate and the Company shall have a perpetual existence until dissolved in accordance with this Agreement.

1.3 Office and Agent. The Company shall continuously maintain an office and registered agent in the State of Delaware as required by the Act. The principal office of the Company shall be located at c/o LBA Realty, 17901 Von Karman Avenue, Suite 950, Irvine, California 92614, or such other location as the Member may determine. The registered agent of the Company shall be as stated in the Certificate or as otherwise determined by the Member.

1.4 Business of the Company. The sole purpose of the Company shall be to own that certain real property commonly known as 2435, 2451-2465 and 2475 Polvorosa Drive, San Leandro, California and the underlying land, and to develop, hold for investment, construct, operate, improve, finance, refinance, lease, manage and eventually sell or exchange all such real property and to engage in any and all activities necessary to the foregoing.

1.5 Certain Definitions. When used in this Agreement, the following terms not elsewhere defined shall have the meanings set forth below:

"Member's Share" shall mean the Member's share of distributions and other items, and shall be one hundred percent (100%).

## **ARTICLE II CAPITAL CONTRIBUTIONS**

2.1 Capital Contributions. The Member shall make an initial contribution to the capital of the Company in an amount equal to \$5,000. Thereafter, the Member shall make capital contributions to the Company in such amounts as the Member may determine from time to time.

2.2 No Interest. The Company shall not pay any interest on capital contributions made by the Member.

## **ARTICLE III MEMBER**

3.1 Admission of Additional Members. The Member may admit to the Company additional members who will participate in the profits, losses and distributions of the Company on such terms as are determined by the Member.

3.2 Payments to Members. Except as otherwise provided in this Agreement or pursuant to a transaction permitted by Section 4.5 of this Agreement, the Member shall not be entitled to remuneration for services rendered or goods provided to the Company.

## **ARTICLE IV MANAGEMENT AND CONTROL OF COMPANY**

4.1 Management by the Member. The business of the Company shall be conducted by the Member. The Member shall have full and complete authority, power and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters, to represent the Company vis-à-vis third parties and to perform any and all other acts or activities customary or incident to the management of the Company's business, property and affairs.

4.2 Devotion of Time. The Member shall not be obligated to devote all or any particular amount of its time or business efforts to the Company.

4.3 Competing Activities. The Member may engage or invest in any activity, including, without limitation, those that might be in direct or indirect competition with the Company. Neither the Company nor the Member shall have any right in or to such other activities or to the income or proceeds derived therefrom. The Member shall not be obligated to present any investment opportunity to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Member shall have the



right to hold any investment opportunity for its own account or to recommend such opportunity to persons other than the Company.

4.4 Transactions between the Company and the Member. Notwithstanding the fact that it may constitute a conflict of interest, the Member and/or their respective affiliates may engage in any transaction with the Company.

## ARTICLE V TAX TREATMENT AND DISTRIBUTIONS

5.1 Tax Treatment. The Member intends to treat the Company as an entity that is disregarded as separate from its owner for U.S. federal income tax purposes.

5.2 Distributions of Assets by the Company. Subject to applicable law, the Member may cause the Company from time to time to make distributions to the Member based on the Member's Share. In the event that any distribution exceeds the amount which is permissible under the Act, the Member shall, at the request of the Member and to the extent required by law, return such excess amount to the Company.

## ARTICLE VI TRANSFER OF INTEREST

6.1 Transfer of Interest. The Member shall be entitled to transfer, assign, convey, sell, encumber or alienate all or any part of its membership interest in the Company (collectively, "**Transfer**").

6.2 Substitution of Member. The transferee of a membership interest shall have the right to become a substitute Member only if (i) the transferee executes an instrument satisfactory to the Member accepting and adopting the terms and provisions of this Agreement, and (ii) the transferee pays any reasonable expenses in connection with its admission as a Member. The admission of a substitute Member shall not result in the release of the Member who Transferred its membership interest or any portion thereof from any liability that such Member may have to the Company.

6.3 Transfers in Violation of this Agreement. Upon a Transfer in violation of this Article VI, the transferee shall not be entitled to exercise any rights of a Member. Such transferee shall only be entitled to receive the Member's Share of the distributions to which the transferor would otherwise be entitled.

## ARTICLE VII CONSEQUENCES OF DEATH, DISSOLUTION OR BANKRUPTCY

7.1 Termination Event. For the purposes of this Agreement, the occurrence of any one of the following events or circumstances with respect to the Member shall constitute a "**Termination Event**" with respect to such person: the death, expulsion, bankruptcy or dissolution of the Member. Upon the occurrence of a Termination Event with respect to the Member, the Company shall not be dissolved and shall not be required to be wound up if, within

ninety (90) days following the occurrence of the Termination Event, the personal representative of the Member shall agree in writing to continue the Company and to the admission of the personal representative of the Member or its nominee or designee to the Company as a Member, effective as of the occurrence of the Termination Event.

## **ARTICLE VIII**

### **ACCOUNTING, RECORDS, REPORTING TO MEMBER**

8.1 Books and Records. The books and records of the Company shall be kept in accordance with the accounting method employed by the Company for federal income tax purposes, generally accepted accounting principles or such other method as the Member shall determine. Such books and records shall include:

(a) A current list of the full name and last known business or residence address of the Member, together with the capital contributions of the Member;

(b) A copy of the Certificate and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Certificate or any amendments thereto have been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six (6) most recent taxable years;

(d) A copy of this Agreement and any and all amendments hereto, together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments hereto have been executed;

(e) Copies of the financial statements of the Company, if any, for the six (6) most recent fiscal years; and

(f) The Company's books and records as they relate to the internal affairs of the Company for at least the current and past four (4) fiscal years.

8.2 Reports. The Company shall cause to be prepared at least annually information necessary for the preparation of the Member's federal and state income tax returns. The Company shall send or cause to be sent to the Member within sixty (60) days after the end of each taxable year such information as is necessary to complete federal and state income tax or information returns.

8.3 Bank Accounts. The Member shall maintain the funds of the Company in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other person. The Member is authorized to endorse checks, drafts and other evidences of indebtedness made payable to the order of the Company for the purpose of deposit into the Company's accounts, as well as sign checks, drafts, and other instruments obligating the Company to pay money.

8.4 Tax Matters for the Company. The Member shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax



authorities, and shall be authorized to expend Company funds for professional services and costs associated therewith.

## ARTICLE IX DISSOLUTION AND WINDING UP

9.1 Dissolution. The Company shall dissolve upon the occurrence of any of the following events: (a) upon the entry of a decree of judicial dissolution pursuant to Section 18-802 of the Act; (b) upon the written election of the Member; or (c) upon the occurrence of a Termination Event with respect to the Member unless the Company shall be continued as provided in Section 7.1 of this Agreement.

9.2 Winding Up. Upon the dissolution of the Company, the Company's assets shall be disposed of and its affairs wound up by the Member.

9.3 Order of Payment of Liabilities Upon Dissolution. Subject to the provisions of Section 9.2 of this Agreement, after determining that all the known debts and liabilities of the Company have been paid or adequately provided for, the remaining assets shall be distributed to the Member.

## ARTICLE X INDEMNIFICATION

10.1 Indemnification of Agents. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a Member, officer, employee or other agent of the Company or that, being or having been such a Member, officer, employee or agent, he is or was serving at the request of the Company as a manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to hereinafter as an "agent"), to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit; provided, however, that notwithstanding this Section 10.1, to the extent that the indemnity provisions of the Limited Liability Company Agreement that governs the Member (as it currently exists and may be subsequently amended and restated (the "**Member LLC Agreement**")) are applicable to any party entitled to be indemnified pursuant to this Section 10.1 (each, a "**Covered Person**"), such Covered Person shall only be entitled to indemnification hereunder to the extent that such Covered Person would be entitled to indemnification under the Member LLC Agreement.

## ARTICLE XI MISCELLANEOUS

11.1 Complete Agreement. This Agreement constitutes the complete and exclusive limited liability company agreement of the Company and replaces and supersedes all prior written and oral agreements relating to the subject matter hereof. To the extent that any provision of the Certificate conflicts with any provision of this Agreement, the Certificate shall control.

11.2 Binding Effect. Subject to the provisions of this Agreement relating to transferability of membership interests, this Agreement shall be binding upon, and shall inure to the benefit of, the Member, and its successors and assigns.

11.3 Interpretation. All pronouns shall be deemed to refer to the masculine, feminine or neuter, and to the singular or plural, as the context in which they are used may require. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subparagraphs herein contained refer to articles, sections and subparagraphs of this Agreement unless otherwise expressly stated.

11.4 Jurisdiction. The Member, on behalf of itself and its successors and assigns, hereby consents to the jurisdiction of the state and federal courts sitting in State of California in any legal action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. The Member, on behalf of himself and its successors and assigns, further agrees that personal jurisdiction over the Member may be effected by service of process by registered or certified mail addressed as provided in Section 11.6 of this Agreement, and that when so made, shall be as if served upon the Member personally within the State of California.

11.5 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11.6 Notices. Any notice to be given or served upon the Company or the Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered (which may include delivery by facsimile) to the address specified by the party to receive the notice. Such notices to the Member are to be given to the Member at the address specified in Exhibit A attached hereto. Any party may, at any time by giving five (5) days' prior written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice must be given.

11.7 Amendments. Any of the terms and provisions of this Agreement may be amended by the Member from time to time in its sole discretion.

11.8 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.



IN WITNESS WHEREOF, the Member has executed this Agreement effective as of the date written above.

MEMBER:

LBA/CPT INDUSTRIAL, LLC,  
a Delaware limited liability company

By: LBA RIV-CPT INDUSTRIAL, LLC,  
a Delaware limited liability company,  
its Member and Manager

By: LBA REIT IV, LLC,  
a Delaware limited liability company  
its Sole Member and Manager

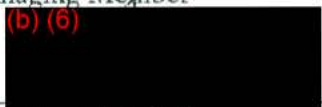
By: LBA Realty Fund IV, L.P.,  
a Delaware limited partnership  
its Manager

By: LBA Management Company IV, LLC,  
a Delaware limited liability company,  
its General Partner

By: LBA Realty LLC,  
a Delaware limited liability company,  
its Manager

By: LBA Inc.,  
a California corporation,  
its Managing Member

(b) (6)

By:   
Name: Steven H. Layton  
Title: Authorized Signatory

## EXHIBIT A

### Member

LBA/CPT Industrial, LLC

### Address

c/o LBA Realty  
17901 Von Karman Avenue, Suite 950  
Irvine, California 92614



## NOTICE TO TENANTS

April 23, 2013

To: Ms. Lalaine Flores  
GSA  
450 Golden Gate Ave. 3rd Floor East  
San Francisco, CA 94102

Re: Notice of Lease Assignment

Premises: 2435-2475 Polvorosa

Ladies and Gentlemen:

Please be advised that the Premises have been acquired by, and the Lessor's interest in your lease and your security deposit (if any) have been assigned, to LBA/CPT Industrial-Company V-A, LLC, a Delaware limited liability company ("New Owner").

Until further notice, rental and other payments under your lease shall be paid to New Owner, in accordance with the terms of your lease, to the following address:

LBA/CPT Industrial-Company V-A, LLC  
c/o LBA Realty  
17901 Von Karman Avenue, Suite 950  
Irvine, CA 92614

At your earliest convenience, **please name LBA/CPT Industrial-Company V-A, LLC and LBA Realty, LLC as additional insured on your insurance policy**, accompanied by the additional insured endorsement form CG 20 11 11 85. Once complete, please forward a copy of your insurance certificate along with the endorsement to the attention of **Angie Kang, c/o LBA Realty, 2000 Powell Street Suite 100, Emeryville, CA 94608**. To update our records in a timely manner, we would appreciate receiving your insurance certificate as soon as possible.

Should you have any questions, please contact Lisa DuBose at (510) 594-3121.

[Signature Page Follows]

Very truly yours,

Prior Owner:

LBA RIV-COMPANY XIII, LLC,  
a Delaware limited liability company

By: LBA REIT IV, LLC,  
a Delaware limited liability company,  
its sole Member and Manager

By: LBA Realty Fund IV, L.P.,  
a Delaware limited partnership,  
its Manager

By: LBA Management Company IV, LLC,  
a Delaware limited liability company,  
its General Partner

By: LBA Realty LLC,  
a Delaware limited liability company,  
its Manager

By: LBA Inc.,  
a California corporation,  
its Managing Member

By: (b) (6)  
Name: Lisa DuBose  
Title: Property Manager

[Signatures Continue on Following Page]

New Owner:



LBA/CPT INDUSTRIAL-COMPANY V-A, LLC,  
a Delaware limited liability company

By: LBA/CPT Industrial, LLC,  
a Delaware limited liability company,  
its Sole Member and Manager

By: LBA RIV-CPT Industrial, LLC,  
a Delaware limited liability company,  
its Managing Member

By: LBA REIT IV, LLC,  
a Delaware limited liability company,  
its Sole Member and Manager

By: LBA Realty Fund IV, L.P.,  
a Delaware limited partnership,  
its Manager

By: LBA Management Company IV, LLC,  
a Delaware limited liability company,  
its General Partner

By: LBA Realty LLC,  
a Delaware limited liability company,  
its Manager

By: LBA Inc.,  
a California corporation,  
its Managing Member

By: (b) (6)  
Name: Lisa DuBoise  
Title: Property Manager



**State of California**  
**Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:** LBA/CPT INDUSTRIAL-COMPANY V-A, LLC

**REGISTERED IN CALIFORNIA AS:** LBA/CPT INDUSTRIAL-COMPANY V-A, LLC

**FILE NUMBER:** 201309510133  
**REGISTRATION DATE:** 04/04/2013  
**TYPE:** FOREIGN LIMITED LIABILITY COMPANY  
**JURISDICTION:** DELAWARE  
**STATUS:** ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 5, 2013.

(b) (6)

DEBRA BOWEN  
Secretary of State



**State of California**  
Secretary of State

**CERTIFICATE OF REGISTRATION**

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the **4th** day of **April, 2013**, **LBA/CPT INDUSTRIAL-COMPANY V-A, LLC**, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of **Delaware** as **LBA/CPT INDUSTRIAL-COMPANY V-A, LLC** and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California, subject, however, to any licensing requirements otherwise imposed by the laws of this State.

**IN WITNESS WHEREOF**, I execute  
this certificate and affix the Great Seal  
of the State of California this day of  
April 5, 2013.



**(b) (6)**

**DEBRA BOWEN**  
Secretary of State

pgs

201309510133

LLC-5

# Application to Register a Foreign Limited Liability Company (LLC)

To register an LLC from another state or country in California, fill out this form, and submit for filing along with:

- A \$70 filing fee, and
- A certificate of good standing, issued within the last six (6) months by the agency where the LLC was formed.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

**Important!** LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

LLCs cannot provide professional services in California.

**FILED**  
Secretary of State  
State of California

APR 04 2013

This Space For Office Use Only

For questions about this form, go to [www.sos.ca.gov/business/be/filing-tips.htm](http://www.sos.ca.gov/business/be/filing-tips.htm)

Name to be used for this LLC in California

① LBA/CPT Industrial-Company V-A, LLC

Proposed LLC Name

The name must end with: "LLC," "L.L.C.," "Limited Liability Company," "limited liability Co.," "Ltd. Liability Co.," or "Ltd. Liability Company," and may not include: "bank," "trust," "trustee," "incorporated," "inc.," "corporation," or "corp.," "insurer," or "insurance company."

LLC History

② a. If the proposed LLC name you listed above is different than the LLC name you use now (as listed on your certificate of good standing), list the complete LLC name used now:

- b. Date your LLC was formed (MM, DD, YYYY): April 2, 2013
- c. State or country where your LLC was formed: Delaware
- d. Your LLC currently has powers and privileges to conduct business in the state or country listed above.

**Service of Process** (List a California resident or an active 1505 corporation in California that agrees to be your agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a 1505 corporation.)

③ a. National Registered Agents, Inc.

Agent's Name

b. 

Agent's Street Address (if agent is not a corporation)	City (no abbreviations)	State	Zip
		CA	

If the agent listed above has resigned or cannot be found or served after reasonable attempts, the California Secretary of State will be appointed the agent for service of process for your LLC.

LLC Addresses

- ④ a. 

17901 Von Karman Ave., Suite 950	Irvine	CA	92614
Street Address of Principal Executive Office	City (no abbreviations)	State	Zip
- b. 

17901 Von Karman Ave., Suite 950	Irvine	CA	92614
Street Address of Principal Office in California, if any	City (no abbreviations)	State	Zip
- c. 

Mailing Address of Principal Executive Office, if different from 4a or 4b	City (no abbreviations)	State	Zip
---	-------------------------	-------	-----

Read and sign below:

I am authorized to sign this document under the laws of the state or country where this LLC was formed.

Sign here

Steven R. Layton

Print your name here

Authorized Signatory

Your business title

Make check/money order payable to: Secretary of State  
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

**By Mail**  
Secretary of State  
Business Entities, P.O. Box 944228  
Sacramento, CA 94244-2280

**Drop-Off**  
Secretary of State  
1500 11th Street, 3rd Floor  
Sacramento, CA 95814

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LBA/CPT INDUSTRIAL-COMPANY V-A, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF APRIL, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "LBA/CPT INDUSTRIAL-COMPANY V-A, LLC" WAS FORMED ON THE SECOND DAY OF APRIL, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



5313181 8300

130388681

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

(b) (6)

AUTHENTICATION: 0330030

DATE: 04-02-13

201309510138



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LBA/CPT INDUSTRIAL-COMPANY V-A, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF APRIL, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "LBA/CPT INDUSTRIAL-COMPANY V-A, LLC" WAS FORMED ON THE SECOND DAY OF APRIL, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



5313181 8300

130388681

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(b) (6)  
AUTHENTICATION: 0330030

DATE: 04-02-13

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF FORMATION OF "LBA/CPT  
INDUSTRIAL-COMPANY V-A, LLC", FILED IN THIS OFFICE ON THE SECOND  
DAY OF APRIL, A.D. 2013, AT 5:24 O'CLOCK P.M.



5313181 8100

130388681

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

(b) (6)

AUTHENTICATION: 0330029

DATE: 04-02-13



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 05:24 PM 04/02/2013  
FILED 05:24 PM 04/02/2013  
SRV 130388681 - 5313181 FILE

**LBA/CPT INDUSTRIAL-COMPANY V-A, LLC**

**CERTIFICATE OF FORMATION**

This Certificate of Formation of LBA/CPT Industrial-Company V-A, LLC (the "LLC"), dated as of April 2, 2013, is being duly executed and filed by the undersigned as an authorized person to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.).

FIRST: The name of the limited liability company formed hereby is:

LBA/CPT Industrial-Company V-A, LLC

SECOND: The address of the registered office of the LLC in the State of Delaware is:

National Registered Agents, Inc.  
160 Greentree Drive, Suite 101  
Dover, Delaware 19904  
County of Kent

THIRD: The name and address of the registered agent for service of process of the LLC in the State of Delaware is:

National Registered Agents, Inc.  
160 Greentree Drive, Suite 101  
Dover, Delaware 19904  
County of Kent

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Thomas Rutherford  
Name: Thomas Rutherford  
Title: Authorized Signatory

**AUTHORIZATION  
OF  
LBA INC.**

The undersigned, LBA Inc., a California corporation ("**LBA Inc.**"), being the managing member of LBA Realty LLC, a Delaware limited liability company ("**LBA Realty**"), which, in turn, is the manager of LBA Management Company IV, LLC, a Delaware limited liability company ("**LBA Management Company**"), which, in turn, is the general partner of LBA Realty Fund IV, L.P., a Delaware limited partnership ("**Fund IV**"), which, in turn, is the manager of LBA REIT IV, LLC, a Delaware limited liability company ("**LBA REIT**"), which, in turn, is the sole member and manager of LBA RIV-CPT Industrial, LLC, a Delaware limited liability company ("**RIV-CPT Industrial**"), which, in turn, is the managing member of LBA/CPT Industrial, LLC, Delaware limited liability company ("**LBA/CPT Industrial**"), which, in turn, is the managing member of LBA/CPT Industrial-Company V-A, LLC, a Delaware limited liability company ("**Company V-A**"), is executing this Authorization ("**Authorization**") as of this 23rd day of April, 2013, with reference to the following facts:

WHEREAS, Company V-A has heretofore acquired title to 2435, 2451-2465 and 2475 Polvorosa Drive, San Leandro, California (the "**Property**") from LBA RIV-Company XIII, a Delaware limited liability company, in connection with a joint venture transaction pursuant to that certain Agreement to Enter into Amended and Restated Operating Agreement and Purchase Agreement by and between LBA RIV-CPT Industrial and LBA/CPT Industrial Investors, LLC, a Delaware limited liability company, dated as of even date herewith.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that LBA Inc., acting in its capacity as the managing member of LBA Realty, in turn, in its capacity as the manager of LBA Management Company, in turn, in its capacity as the general partner of Fund IV, in turn, in its capacity as the manager of LBA REIT, in turn, in its capacity as the sole member and manager of RIV-CPT Industrial, in turn, in its capacity as the managing member of LBA/CPT Industrial, in turn, in its capacity as the managing member of Company V-A, is hereby authorized to (i) sign, execute, certify to, verify, acknowledge, deliver, accept and cause to be filed, published, mailed and/or recorded any and all agreements, documents and/or instruments of any nature whatsoever that relate in any manner to the Property, including, without limitation any leasing matters, and (ii) take, or cause to be taken, any and all such action in the name and on behalf of Company V-A, as necessary or advisable and in the best interest of Company V-A to effect the purposes of, the foregoing resolutions.

RESOLVED FURTHER, that Steven R. Layton is authorized to execute, on behalf of LBA Inc., acting in its capacity as the managing member of LBA Realty, in turn, in its capacity as the manager of LBA Management Company, in turn, in its capacity as the general partner of Fund IV, in turn, in its capacity as the manager of LBA REIT, in turn, in its capacity as the sole member and manager of RIV-CPT Industrial, in turn, in its capacity as the managing member of LBA/CPT Industrial, in turn, in its capacity as the managing member of Company V-A, all documents and instruments deemed reasonably necessary by LBA Inc. (as conclusively evidenced by Steven R. Layton's execution thereof) in furtherance of the transactions contemplated hereby;

RESOLVED FURTHER, that the authority conferred herein shall be irrevocable and Lender shall be entitled to act in reliance upon the matters contained herein without further inquiry of any kind until receipt by Lender of written notice of the cancellation or modification of such authority; and

RESOLVED FURTHER, that this Authorization may be executed by electronic or facsimile signature.

[Next page is signature page]



IN WITNESS WHEREOF, this Authorization is executed by the undersigned as of the day and year first set forth above.

LBA INC.,  
a California corporation

(b) (6)

By: \_\_\_\_\_  
Name: Steven R. Layton  
Title: Authorized Signatory